

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

GEICO ADVANTAGE INSURANCE  
COMPANY, a foreign corporation,

Plaintiff,

vs.

LESLIE ANITA DALTON, an individual;  
RODOLFO ANCHONDO, an individual;  
UNIFIED GROCERS, INC. a foreign  
corporation, THEOPHILE  
PEUMEUKOUAM and RUTH  
PEUMEUKOUAM, and the marital  
community composed thereof;

Defendants.

Case No.

**COMPLAINT FOR DECLARATORY  
ACTION**

JURY TRIAL: YES

**COMPLAINT FOR DECLARATORY ACTION**

For its Complaint, GEICO Advantage Insurance Company (“GEICO”) alleges as follows:

**I. PARTIES TO THIS COMPLAINT**

**A. Plaintiff:**

1           1.1     GEICO is a foreign insurance company. GEICO is domiciled in Maryland with  
2 its principal place of business in Washington DC. GEICO is licensed to conduct business in  
3 the State of Washington.

4                   **B. Defendants:**

5           1.2     GEICO alleges on information and belief that Defendant Leslie Anita Dalton is  
6 an individual domiciled in Snohomish County, Washington.

7           1.3     GEICO alleges on information and belief that Defendant Rodolfo Anchondo is  
8 an individual domiciled in King County, Washington.

9           1.4     GEICO alleges on information and belief that Defendant Unified Grocers, Inc. is  
10 a California corporation.

11           1.5     GEICO alleges on information and belief that Defendant Theophile  
12 Peumeukouam is an individual domiciled in Snohomish County, Washington.

13           1.6     GEICO alleges on information and belief that Defendant Ruth Peumeukouam is  
14 an individual domiciled in Snohomish County, Washington.

15                   **II. JURISDICTION**

16           2.1     Plaintiff and Defendants are domiciled in different states, and the amount in  
17 controversy exceeds \$75,000.

18           2.2     Defendants Theophile Peumeukouam and Ruth Peumeukouam, are domiciled in  
19 Snohomish County, Washington. The GEICO auto policies in question were issued to  
20 Defendants Theophile Peumeukouam and Ruth Peumeukouam for a vehicle that was titled in  
21 Snohomish County, Washington.

22           2.3     This Court has subject matter jurisdiction over this matter and diversity pursuant  
23 to 28 U.S.C. § 1332(a)(1) (2011) and has subject matter jurisdiction pursuant to 28 U.S.C. §  
24 2201 (2020) for a declaratory action of the rights and obligations of the

Parties under the Policies of insurance issued by GEICO to Defendants Theophile Peumeukouam and Ruth Peumeukouam. This Court has personal jurisdiction over all the parties as all material events regarding the issuance and non-renewal of the Policy took place in the Western District of Washington.

2.4 An actual controversy exists between GEICO and Defendants as to whether GEICO has a duty to defend Defendants Peumeukouam and/or duty to indemnify any damages awarded to Defendant Leslie Anita Dalton as sought in the Complaint in the Action against Defendants Theophile Peumeukouam and Ruth Peumeukouam, which is filed in Snohomish County, Washington, Case No. 17-2-00181-8 (“the Underlying Action”).

### III. VENUE

3.1 Venue is proper in this district pursuant to 28 U.S.C. § 1391(a)(2) (2011) because the events giving rise to this declaratory relief action arose in this district and because Defendants Theophile Peumeukouam and Ruth Peumeukouam at material times resided within this district. Specifically, GEICO issued a policy of insurance to Defendants Theophile Peumeukouam and Ruth Peumeukouam in Snohomish County, Washington. GEICO’s auto policy issued to Defendants Theophile Peumeukouam and Ruth Peumeukouam was for a vehicle that was titled in Snohomish County, Washington.

### IV. FACTS

4.1 GEICO issued Defendant Theophile Peumeukouam Washington Family Automobile Insurance Policy Number: 4388-17-23-24 with a policy period of “03-23-16 through 09-23-2016.” This policy specifically names one vehicle: a 2007 Mitsubishi Outlander.

4.2 This policy contained the following relevant provisions:

### SECTION V

**General Conditions**

**These Conditions Apply to All Coverages in This Policy**

1. TERRITORY

This policy applies only to accidents, occurrences or *losses* during the policy period within the United States of America, its territories or possessions, or Canada or when the auto is being transported between ports thereof.

...

6. CANCELLATION BY US

We may cancel this policy by mailing to you, at the address shown in this policy, written notice stating when the cancellation will be effective. The notice will state the reason for cancellation.

We will mail this notice:

- (a) At least 10 days in advance if the proposed cancellation is for non-payment of premium or any of its installments when due, or within the first 30 days after the contract has been in effect;
- (b) At least 20 days in advance in all other cases.

The mailing or delivery of the above notice will be sufficient proof of notice. The policy will cease to be in effect as of the date and hour stated in the notice.

...

16. POLICY PERIOD

Unless otherwise cancelled, this policy will expire as shown in the declarations. But, it may be continued by our offer to renew and **your** acceptance by payment of the required renewal premium prior to the expiration date. Each period will begin and expire as stated in the declarations.

4.3 It is Plaintiff's good faith belief that Defendants Theophile and Ruth Peumeukouam were residing at the address of 6512 208<sup>th</sup> St SW Apt F11, Lynnwood WA 98036-8540 and for the entirety of the period between the expiration of Policy Number 4388-17-23-24 and the activation of Policy Number 4469-18-06-26, and Policy Number 4469-18-06-26 was issued on December 21, 2016, through at least June 20, 2017.

4.4 On March 31, 2016, GEICO sent a **NOTICE OF CANCELLATION FOR NONPAYMENT OF PREMIUM** regarding Policy Number 4388-17-23-24 to Defendants

Theophile and Ruth Peumeukouam at their address shown on the Declaration Page, 6512 208<sup>th</sup> St SW Apt F11, Lynnwood WA 98036-8540.

4.5 This **NOTICE OF CANCELLATION FOR NONPAYMENT OF PREMIUM** stated, in relevant part:

As of 12:01 a.m. local time Apr-11-16 your policy will cancel due to nonpayment of your premium. Keep your policy active by submitting a payment of the past-due amount \$243.90 prior to the cancellation effective date. All payments are subject to normal collection and will be applied to the oldest debt on the policy.

**Please submit a payment immediately to prevent the cancellation of your policy.**

...

***Remember – Your last full day of coverage is the day immediately before the cancellation date.***

4.6 No payment was ever received in response to GEICO's March 31, 2016, letter.

4.7 Per the plain and unambiguous language of Policy Number 4388-17-23-24 and GEICO's March 31, 2016, letter, GEICO Policy Number 4388-17-23-24 lapsed on April 16, 2016.

4.8 On December 21, 2016, GEICO issued Washington Family Automobile Insurance Policy Number: 4469-18-06-26. The Named Insureds on Policy Number: 4469-18-06-26 were Defendants Theophile Peumeu and Defendant Ruth Peumeu.

4.9 Policy Number: 4469-18-06-26 had a policy period of "12-20-16 through 06-20-17."

4.10 This policy contained the following relevant provisions:

#### **SECTION V**

##### **General Conditions**

##### **These Conditions Apply to All Coverages in This Policy**

#### **1. TERRITORY**

1 This policy applies only to accidents, occurrences or *losses* during the policy period  
 2 within the United States of America, its territories or possessions, or Canada or when  
 the auto is being transported between ports thereof.

3 ...

#### 4 16. POLICY PERIOD

5 Unless otherwise cancelled, this policy will expire as shown in the declarations.  
 6 But, it may be continued by our offer to renew and **your** acceptance by payment  
 of the required renewal premium prior to the expiration date. Each period will  
 7 begin and expire as stated in the declarations.

8 4.11 On December 17, 2019, Defendant Leslie Dalton filed the Complaint in the  
 9 Underlying Action seeking damages against Defendants Theophile Peumeukouam, Rodolfo  
 Anchondo, and Unified Grocers, Inc.

10 4.12 Defendant Leslie Dalton alleged in the Complaint filed in the Underlying Action  
 11 that Defendants Theophile Peumeukouam, Rodolfo Anchondo, and Unified Grocers, Inc. were  
 12 liable to Defendant Leslie Dalton for damages Defendant Dalton sustained as a result of an  
 13 alleged December 19, 2016, motor vehicle accident.

14 4.13 Defendants Peumeukouam obtained Policy Number: 4469-18-06-26 the day  
 15 **after** the alleged December 19, 2016, loss in the Underlying Action.

16 4.14 In Defendant Anchondo's and Defendant Unified Grocers, Inc.'s Answers to  
 17 Defendant Dalton's Complaint, they indicated that they were asserting the affirmative defense  
 18 that a third party, such as Defendant Theophile Peumeukouam, may bear liability for some or  
 19 all of the damages sustained by Defendant Dalton.

### 20 V. DECLARATORY RELIEF

21 5.1 The allegations in Paragraphs 1.1 through 4.14 are re-alleged and repeated  
 22 herein.

5.2 GEICO is entitled to a relief that it has no duty to indemnify Defendants Peumeukouam in the Underlying Action because neither Policy Number: 4388-17-23-24 nor Policy Number: 4469-18-06-26 were in effect on December 19, 2016, and no other applicable GEICO policy was in effect for Defendants Peumeukouam on that date.

**VI. PRAYER FOR RELIEF**

WHEREFORE, having stated a claim for relief, plaintiff GEICO prays for the following relief:

6.1 For an order declaring that GEICO has no duty to defend nor indemnify Defendants Peumeukouam for the alleged damages stated in the Underlying Action.

6.2 For an award of Peumeukouam's costs and disbursements, including reasonable attorney's fees herein;

6.3 For other such relief as the Court deems just and equitable.

DATED this 23<sup>rd</sup> day of June, 2021.

**WATHEN | LEID | HALL | RIDER, P.C.**

By: /s/ Rory W. Leid, III  
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